INDEX

	Page
Opinions below	1
Jurisdiction	1
Question presented	2
Statutes and regulations involved	2
Statement	2
Specification of errors to be urged	8
Summary of argument	8
Argument	9
I. The cancellation was not rendered ineffective by the agreement between the parents and the recruiting officer. This agreement was not valid because not authorized by the applicable statutes or regulations and repugnant thereto	10
II. The infancy of the insured did not render the cancellation subject to disaffirmance	15
Conclusion	18
Appendix	19

CITATIONS

Cases:	
Ex parte Dostal, 243 Fed. 664	16
Garrison v. *United States*, 62 F. (2d) 41	14
In re Davison, 21 Fed. 618	16
In re Morrissey, 137 U. S. 157	16
Lewis v. *United States*, 56 F. (2d) 563	14
Lynch v. *United States*, 292 U. S. 571	12
Mutual Life Insurance Co. v. *Schiavone*, 71 F. (2d) 980	17
Sutton v. *United States*, 256 U. S. 575	12
United States v. *Bainbridge*, 24 F. Cas. No. 14,497, 1 Mason 71; 2 Wheel. Cr. Cas. 521	16
United States v. *Reaves*, 126 Fed. 127	16
United States v. *Sterling*, 12 F. (2d) 921	14
Utah Power & Light Co. v. *United States*, 243 U. S. 389	12
Von Der Lippi-Lipski v. *United States*, 4 F. (2d) 168 (App. D. C.)	14, 15
White v. *United States*, 270 U. S. 175	12, 13

	Page
Statutes:	
Act of August 22, 1912 (c. 336, Sec. 2, 37 Stat. 356)	23
Act of October 6, 1917 (c. 105, 40 Stat. 398, 399, 403–409):	
Section 13	11
Section 202	20
Section 400	19
Section 402	19
World War Veterans' Act, as amended by the Act of May 29, 1928, c. 875, Sec. 13, 45 Stat. 967, 968 (U. S. C., Title 38, Sec. 511)	17
Miscellaneous:	
Bulletin No. 1, Treasury Department, Oct. 15, 1917	20
Treasury Decision No. 48, September 29, 1919	21
Instructions for recruiting officers of the United States Navy, 1918, par. 31, p. 6	24
War Risk Insurance Circular No. 1	22

In the Supreme Court of the United States

OCTOBER TERM, 1937

No. 11

UNITED STATES OF AMERICA, PETITIONER

v.

ANGIE CROOK WILLIAMS

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT

BRIEF FOR THE UNITED STATES

OPINIONS BELOW

The District Court for the Northern District of Illinois rendered no opinion. The opinion of the Circuit Court of Appeals (R. 32–34) is reported in 86 F (2d) 746.

JURISDICTION

The judgment of the Circuit Court of Appeals was entered December 9, 1936 (R. 34). The petition for a writ of certiorari was filed March 9, 1937, and granted April 26, 1937 (R. 35). The jurisdiction of this Court is conferred by Section

240 (a) of the Judicial Code, as amended by the Act of February 13, 1925.

QUESTION PRESENTED

Whether an agreement between the mother of a boy seventeen years of age and a recruiting officer of the United States Navy, under which the mother consented to her son's enlistment in the naval service upon the condition that a $10,000 contract of war risk term insurance naming her as beneficiary be carried on his life throughout the period of his enlistment, was binding on the United States and entitled the mother to death benefits under an insurance contract subsequently issued, despite a written cancellation of the insurance by the insured eleven months prior to his death, and the nonpayment of premiums thereafter.

STATUTES AND REGULATIONS INVOLVED

The pertinent statutes and regulations are copied in the Appendix, *infra,* pp. 19–24.

STATEMENT

The respondent, Angie Crook Williams, hereinafter called the plaintiff, brought this suit against the petitioner, the United States, as the beneficiary named in a $10,000 contract of war risk term insurance issued to her son, Benson Williams, upon his enlistment in the United States Navy. In her declaration she alleged that the insurance contract was in full force and effect when her son was officially declared dead on June 30, 1921, and that she

was entitled to death benefits as the designated beneficiary (R. 1–2).

In its answer, the United States denied that the insurance contract was in force on June 30, 1921, for the reason that "on July 20, 1920, the said insured by written request cancelled said contract of insurance and paid no premiums thereon after July 1920, and said contract lapsed and became of no force and effect after midnight of August 31, 1920" (R. 3–4).

Replying to this answer (R. 4–6), plaintiff asserted for the first time the theories upon which she intended to rely to show that the insurance was in force at the time of death, notwithstanding the cancellation eleven months earlier. She contended that the cancellation without notice to her was void in view of an agreement which she had entered into with the recruiting officer at enlistment, the nature of which is more particularly set forth in the following quoted portion of the replication (R. 5)—

> that at the time of the enlistment of said insured and the execution of the insurance contract herein involved said insured was an infant under the age of twenty-one (21) years, and that said defendant required said plaintiff herein as mother of said infant to sign a release and written consent for said enlistment and that said release or written consent had a provision therein that in consideration of said plaintiff executing said written release and consent, the said defendant herein would issue to said insured a cer-

tificate of war risk insurance, payable to said plaintiff, extending through the period of said enlistment or until said insured became twenty-one (21) years of age. That he became and was a party to said insurance contract and that said pretended cancellation of said insurance as alleged in said answer without notice to plaintiff was void and of no force and effect.

She further contended (R. 5–6) that, because of the insured's infancy, his "contract" cancelling the insurance was subject to avoidance by him upon attaining majority, or by his personal representatives in the event of death before majority, and that she, as beneficiary and personal representative of the insured, who died before attaining majority, did rescind the "contract" cancelling the insurance as soon as she was notified thereof, offering to pay all premiums which may have been due thereon.

She further alleged (R. 6) that at the time of the issuance of the insurance contract insured authorized the defendant to deduct premiums from his service pay; that at all times during the insured's enlistment and after the cancellation there was due and owing from defendant to the insured sufficient money to pay all premiums as they became due, and that by reason thereof the insurance remained in force until the death of the insured.

The case was tried by the court, a jury having been waived in writing (R. 10). At the trial it was stipulated (R. 10–11) that Benson Charles

Williams, the insured, born August 27, 1901, enlisted in the United States Navy on January 13, 1919, at the age of seventeen years. On that date he applied for and was granted a $10,000 war risk insurance policy, naming his mother, the plaintiff, as beneficiary. In his application he authorized the deduction of premiums from his monthly service pay, and premiums were in fact deducted in this manner for the period from January 13, 1919, to July 1920. On July 20, 1920, he executed the following document (R. 11):

> I hereby request that my insurance be reduced from ten thousand dollars to None dollars.

This request was signed by the insured and witnessed and, on July 21, 1920, the United States Navy Department discontinued the deduction of insurance premiums from the insured's pay, collecting no premiums after the premium for the month of July 1920. The Disbursing Officer of the United States Navy notified the War Risk Insurance Division that the checkage of premiums on the pay roll of the insured had been discontinued, and that the date of the last checkage of premiums was July 1920. There was no evidence or finding that premiums were paid in any other manner after July 1920.

It was stipulated that the records of the Veterans' Administration did not disclose whether or not the insured received any pay after April 12, 1921 (R. 11). It was also stipulated that, some

eight months after the cancellation, the insured sailed as a member of the crew of the U. S. S. *Connestoga* from California bound for Samoa. The ship was never heard from after that date, and the Navy Department officially declared all aboard, including officers and crew, dead as of June 30, 1921 (R. 10).

The evidence of the alleged agreement between the plaintiff and the recruiting officer, under which the insurance contract was to be continued in force during the insured's enlistment (R. 15), or until he attained the age of twenty-one (R. 5), consisted of the plaintiff's own testimony (R. 16); the testimony of her husband, Roland E. Williams (R. 14–15); and a third party (R. 11–14). From the testimony of these three witnesses, particularly that of Roland E. Williams (R. 15), it appeared that there was typewritten across the face of the form of the consent to enlistment which the plaintiff and her husband signed a clause providing that their son should carry a $10,000 policy of insurance during his period of enlistment, naming the plaintiff as beneficiary, and that without such clause the consent to enlistment would not have been signed. The form of consent to enlistment which the plaintiff called upon the Government to produce was not produced because not found in the records of the Navy Department (R. 15).

The trial court gave judgment for the plaintiff (R. 6), rendering findings of fact and conclusions

of law in support thereof (R. 7–10). A motion for judgment, made by Government counsel at the close of the evidence (R. 23), was overruled (R. 25), and requested findings of fact and conclusions of law presented on behalf of the Government (R. 23–25) were denied (R. 25), to all of which the Government noted exceptions. The trial court found that the alleged agreement was entered into; that the insurance was issued; that the insured executed a request for the cancellation of the insurance; that premium deductions were discontinued upon the insured's application, but that he continued to be entitled to pay in excess of all premiums due; and that after notice of the death of insured and of his prior request for cancellation, the plaintiff "rescinded said pretended cancellation", and the court concluded, as a matter of law, that the insurance was in force when the insured died (R. 7–10).

The Circuit Court of Appeals affirmed the judgment of the trial court, holding that there was substantial evidence to support the finding that the agreement between the parents and the recruiting officer had been entered into at enlistment; that because of this agreement and the son's minority, the attempted cancellation of July 20, 1920, was ineffective, at least without notice to the mother; that there was a presumption of continuing pay due the insured sufficient to cover premium deductions during the insured's service; and that, there-

17386—37——2

fore, the policy was continued in force until the insured's death on June 30, 1921 (R. 32–35).

SPECIFICATION OF ERRORS TO BE URGED

The Circuit Court of Appeals erred:

(1) In holding that the agreement between the mother and the recruiting officer was binding upon the United States by estoppel or otherwise.

(2) In holding that the agreement vested an interest in the war risk insurance in the mother, as beneficiary, which the insured was powerless to disturb.

(3) In holding that the common-law doctrine of infancy applies to persons under the age of twenty-one in relation to their contracts of insurance with the Government.

(4) In holding that the cancellation of insurance was ineffective although made by the insured after he had attained the age of eighteen, when parental consent to his enlistment was no longer required.

(5) In affirming the judgment of the District Court.

SUMMARY OF ARGUMENT

The insured cancelled his insurance and thereafter, for eleven months, until he died, no premiums were paid upon it. Thus, the insurance admittedly lapsed, unless, as the respondent contends, the cancellation was ineffective because of (1) an agreement between the parents of the insured and a recruiting officer under which the

parents consented to the enlistment of the insured, then under the age of eighteen, upon the condition that he carry insurance in behalf of his mother during his enlistment, and (2) the infancy of the insured.

But the agreement was invalid because the recruiting officer was without statutory authority to enter into it and it was inconsistent in its terms with specific provisions of the statutes relating to the insurance. In any event, the permissible life of the agreement ceased prior to the cancellation of the insurance when insured attained the age of eighteen years and parental consent to his naval service was no longer required.

Moreover, the cancellation was not rendered ineffective by the age of the insured, because Congress has not differentiated between adults and minors with respect to insurance rights and obligations of persons in service.

ARGUMENT

It is undisputed that the insurance in question was cancelled in July 1920; that no premiums were paid thereafter; and that the death of the insured, the contingency relied upon as having matured the insurance contract, occurred on June 30, 1921, eleven months after the cancellation (R. 10–11). It is therefore clear that no insurance was in force when the insured died unless, as the respondent contends, the cancellation was ineffective because of (1) the agreement between the parents of the

insured and the recruiting officer and (2) the infancy of the insured.

I

THE CANCELLATION WAS NOT RENDERED INEFFECTIVE BY THE AGREEMENT BETWEEN THE PARENTS AND THE RECRUITING OFFICER. THIS AGREEMENT WAS NOT VALID BECAUSE NOT AUTHORIZED BY THE APPLICABLE STATUTES OR REGULATIONS AND REPUGNANT THERETO

The court below held (R. 32) that there was substantial evidence to support the findings of the trial court (R. 8) that:

> At the time of said enlistment, the plaintiff, Angie Crook Williams, mother, and R. E. Williams, father of the said Benson Charles Williams, executed a release and waiver or consent of parents, consenting to said enlistment and releasing their claim to his pay during said enlistment, thereby ratifying and approving of all said transactions. The said consent executed by said parents contained a typewritten clause providing that said consent was executed on condition that the said Benson Charles Williams carry War Risk Insurance in the sum of $10,000.00 in behalf of his mother, the plaintiff, during said enlistment.[1] * * *

[1] The form of consent to enlistment across the face of which it was found that there was written the condition constituting the agreement, was not produced because the form could not be found in the records of the Navy Department (R. 15).

The recruiting officer clearly exceeded his authority in entering into any such agreement. There has never been any statute or regulation authorizing a recruiting officer or any other agent of the Government to accept an applicant for enlistment in the naval service upon the condition that he be insured by the Government for the benefit of another during his enlistment. In fact, instructions to recruiting officers in effect when insured enlisted required them to exercise "great care" to see that no one under their command made any promise or held out any inducement which could not be carried out after enlistment. (See Instructions for Recruiting Officers of the United States Navy, 1918, Par. 31, p. 6; *infra,* p. 24). These instructions would appear to preclude any promise to a parent that insurance would be carried in behalf of such parent, since the statutes relating to war risk insurance specifically provided that the insured should have the right, subject to regulations, to change the beneficiary of his insurance at any time without the consent of such beneficiary (see Section 402, War Risk Insurance Act, *infra,* pp. 19–20), and also provided (Section 13, War Risk Insurance Act, c. 105, 40 Stat. 389) for the issuance of regulations which gave to the insured the right to cancel his insurance (Treasury Decision No. 48, *infra,* p. 21).

These instructions are consistent with sound public policy, obviously opposed to conditional enlistments which might readily defeat necessary control over enlisted personnel.

It is clearly settled that the United States is not bound by the acts of its officers and agents in entering into an agreement or arrangement in excess of their authority. *Utah Power & Light Co.* v. *United States,* 243 U. S. 389, 408; *Sutton* v. *United States,* 256 U. S. 575, 579.

Moreover, the agreement was repugnant to the applicable statutes and regulations. The terms of the war risk insurance contract, consisting, in part, of the statutes and, in part, of the regulations promulgated thereunder (Bulletin No. 1, promulgated by the Director of the Bureau of War Risk Insurance on October 15, 1917, *infra,* pp. 20–21; *White* v. *United States,* 270 U. S. 175; *Lynch* v. *United States,* 292 U. S. 571), conferred upon the insured the right to cancel his insurance, in whole or in part, by written request duly witnessed and forwarded to the Bureau of War Risk Insurance (Treasury Decision No. 48, *infra,* p. 21; War Risk Insurance Circular No. 1, *infra,* pp. 22–23), and also conferred upon him the right to change the beneficiary at any time without the consent of the beneficiary (Section 402, War Risk Insurance Act, *infra,* pp. 19–20; Bulletin No. 1, *infra,* pp. 20–21).

In holding that the insurance contract was subject to the agreement made at enlistment, and that the mother acquired a paramount interest in the insurance by virtue of this agreement, the Circuit Court of Appeals has sanctioned a material alteration in the war risk contract, a change both in the

form and substance of the contract as provided by the statutes and regulations, and as construed by this Court in *White* v. *United States, supra.* Here the court below has treated the contract as one between the beneficiary, the Government, and the insured, under which the beneficiary acquired a vested interest which could not be taken away by any act of the insured. In so doing the court has likened the case to one where a party having an insurable interest obtains insurance upon another's life, thus acquiring a property right in the resulting contract which is protected against any attempted cancellation by the insured without notice to him. This, it is submitted, was error, for, as pointed out by this Court in the *White* case, *supra,* a war risk insurance contract is one in which the relations of contract are exclusively between the Government and the insured, with any interest which the beneficiary might acquire therein entirely dependent upon the terms of the contract between the insured and the Government. In the *White* case it was said (p. 180):

> The only relations of contract were between the Government and him [the insured]. White's mother's interest at his death was vested only so far as he and the Government had made it so, and was subject to any conditions upon which they might agree. They did agree to terms that cut her rights down to one-half. She is a volunteer and she cannot claim more. (Parenthetical insert supplied.)

This opinion has been uniformly followed in determining the rights of beneficiaries under war risk insurance contracts. *Von Der Lippi-Lipski* v. *United States,* 4 F. (2d) 168 (App. D. C.); *Lewis* v. *United States,* 56 F. (2d) 563 (C. C. A. 3d); *Garrison* v. *United States,* 62 F. (2d) 41 (C. C. A. 4th); *United States* v. *Sterling,* 12 F. (2d) 921 (C. C. A. 2d).

Moreover, it should be noted that when the insured cancelled his insurance he was eighteen years of age and, under the pertinent statute, parental consent was no longer a condition to his service. (See Section 2 of the Act of August 22, 1912, *infra,* p. 23.) It would seem to follow that he was completely emancipated from parental control in so far as his naval service was concerned and thus, if the agreement between the parents and the recruiting officer had any validity, the permissible life of that agreement ended with the insured's attainment of eighteen years. Consequently, the exercise by the insured of his right to cancel his insurance cannot be considered to have been in violation of any legitimate right of his parents under their agreement with the recruiting officer.

We submit that the recruiting officer was without authority to enter into the agreement in question; that the agreement was inconsistent with the statute in so far as it attempted to require the designation of the mother as beneficiary of any insurance carried; that the agreement was inconsist-

ent with the power conferred upon the Director to issue regulations under which the insured was given the right to cancel his insurance at any time, and that the agreement was inconsistent with the rights conferred upon the insured himself, at least after the attainment of eighteen years, to change the beneficiary of his insurance or to cancel it.

II

THE INFANCY OF THE INSURED DID NOT RENDER THE CANCELLATION SUBJECT TO DISAFFIRMANCE

The Circuit Court of Appeals also held that the insured could not cancel his insurance because he was a minor, thus applying the common-law doctrine of infancy to a war risk insurance contract. This, it is submitted, was error, since there is not in the War Risk Insurance Act, the World War Veterans' Act, or their amendments, under which this insurance was authorized, any provision showing an intention on the part of Congress to recognize the common-law doctrine of infancy, or to draw any distinction whatever between minors and adults in granting insurance. Speaking of this feature of the insurance program as adopted by the Congress, the Court of Appeals for the District of Columbia, in *Von Der Lippi-Lipski* v. *United States*, 4 F. (2d) 168, said (p. 169):

> From the general purpose and subject-matter of the War Risk Insurance Act, and

> the amendments thereto, it is apparent that Congress intended to extend to minors, who served in the armed forces of the United States, all of the rights and privileges, and to subject them to all of the conditions and limitations, contained therein. Minors are not excepted from its operation. No distinction is made as to age. They were not only eligible to service, but were drafted into the military and naval forces during the war, and the only limitation as to age is that provided by the laws and regulations pertaining to such service.

Minors in the military and naval service are necessarily treated as adults in all respects concerning service and the incidents thereof, even though the service itself may be subject to termination by the parents under certain circumstances. See *In re Davison,* 21 Fed. 618 (C. C. S. D. N. Y.); *United States* v. *Reaves,* 126 Fed. 127 (C. C. A. 5th); *In re Morrissey,* 137 U. S. 157; *Ex parte Dostal,* 243 Fed. 664 (D. C. N. D. Ohio); *United States* v. *Bainbridge,* 24 F. Cas. No. 14,497, 1 Mason, 71; 2 Wheel. Cr. Cas. 521.

In the case of *In re Davison, supra,* it was said (p. 622):

> It is not open to doubt that congress, under the constitutional power "to raise and support armies", may provide for the enlistment of minors, with or without the consent of their parents, and may give such effect and conclusiveness to the contract of enlist-

> ment as it may deem best. And it is equally clear that where the laws of congress authorize the enlistment of minors no question of the capacity of the infant to contract can arise. Whenever the common-law disability is removed by statute, the competency of the infant to do all acts within the purview of the statute is as complete as that of a person of full age.

War Risk insurance was an incident of military and naval service and, in the absence of any express provision to the contrary, it seems clear that Congress intended to vest a minor in the military or naval service with the capacity to take any action relating to such insurance that an adult might take. At the present time, newly enlisted personnel of the Army, Navy, and Marine Corps may obtain Government insurance upon enlistment. Section 300 of the World War Veterans' Act, as amended by the Act of May 29, 1928, c. 875, Sec. 13, 45 Stat. 967, 968 (U. S. C., Title 38, Sec. 511). Many of the present enlistments, perhaps a majority, are of minors, and if the insurance contracts which these minors now obtain are subject to the disabilities of infancy, then they may disaffirm them upon attaining majority and recover back the premiums paid thereon, under the authority of *Mutual Life Insurance Co.* v. *Schiavone*, 71 F. (2d) 980 (App. D. C.), cited and relied upon by the court below in its opinion. Considering the fact that this insurance is granted at an exceedingly low cost, the Government bearing

the expenses of administration, it does not seem reasonable to presume that the Congress intended to make still greater allowances for minors, or to make it possible for them to secure insurance protection free from cost by disaffirming or repudiating their contracts upon attaining majority.

CONCLUSION

For the reasons stated, it is respectfully submitted that the judgment of the Circuit Court of Appeals should be reversed.

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SEPTEMBER 1937.

APPENDIX

STATUTES AND REGULATIONS INVOLVED

Section 400 of the War Risk Insurance Act of October 6, 1917, c. 105, 40 Stat. 409, provides as follows:

> That in order to give to every commissioned officer and enlisted man and to every member of the Army Nurse Corps (female) and of the Navy Nurse Corps (female), when employed in active service under the War Department or Navy Department, greater protection for themselves and their dependents than is provided in Article III, the United States, upon application to the bureau and without medical examination, shall grant insurance against the death or total permanent disability of any such person in any multiple of $500, and not less than $1,000 or more than $10,000, upon the payment of the premiums as hereinafter provided.

Section 402 of the War Risk Insurance Act of October 6, 1917, c. 105, 40 Stat. 409, provides in pertinent part as follows:

> That the director, subject to the general direction of the Secretary of the Treasury, shall promptly determine upon and publish the full and exact terms and conditions of such contract of insurance. * * * Subject to regulations, the insured shall at all times have the right to change the benefi-

ciary or beneficiaries of such insurance without the consent of such beneficiary or beneficiaries, but only within the classes herein provided. * * *

Section 202 of the War Risk Insurance Act of October 6, 1917, c. 105, 40 Stat. 403, provides as follows:

> That the enlisted man may allot any proportion or proportions or any fixed amount or amounts of his monthly pay or of the proportion thereof remaining after the compulsory allotment, for such purposes and for the benefit of such person or persons as he may direct, subject, however, to such conditions and limitations as may be prescribed under regulations to be made by the Secretary of War and the Secretary of the Navy, respectively.

Bulletin No. 1, promulgated by the Director of the Bureau of War Risk Insurance on October 15, 1917, prescribing the terms and conditions of war risk insurance, contains the following pertinent provisions (Regulations and Procedure, U. S. Veterans' Bureau, 1930, Pt. 2, pp. 1235, 1237):

* * * * *

> The insured may at any time, subject to the regulations of the bureau, change the beneficiary or beneficiaries to any person or persons within the classes permitted by the act, without the consent of the beneficiary or beneficiaries.
>
> * * * * *
>
> Premiums shall be paid monthly on or before the last day of each calendar month and will, unless the insured otherwise elects in writing, be deducted from any pay due him/her from the United States or deposit by

his/her with the United States, and, if so to be deducted, a premium when due will be treated as paid, whether or not such deduction is in fact made, if upon the due date the United States owe him/her on account of pay or deposit an amount sufficient to provide the premium, provided that the premium may be paid within 31 days after the expiration of the month, during which period of grace the insurance shall remain in full force. If any premium be not paid, either in cash or by deduction as herein provided, when due or within the days of grace, this insurance shall immediately terminate, but may be reinstated within six months upon compliance with the terms and conditions specified in the regulations of the bureau.

* * * * *

These terms and conditions are subject in all respects to the provisions of such act and of any amendments thereto and of all regulations thereunder now in force or hereafter adopted.

Treasury Decision No. 48, War Risk Insurance, September 29, 1919, made pursuant to Section 13 of the War Risk Insurance Act, provides in pertinent part as follows (Regulations and Procedure, U. S. Veterans' Bureau, 1930, Pt. 1, pp. 19–20):

> The yearly renewable term insurance shall, however, lapse and terminate: * * * (c) Upon written request duly witnessed and forwarded through military channels to the Bureau of War Risk Insurance for cancellation of the insurance in whole or in part, and corresponding cessation or reduction of the payment of premiums.

War Risk Insurance Circular No. 1 provides as follows:

NAVY DEPARTMENT,
BUREAU OF SUPPLIES AND ACCOUNTS,
Washington, D. C., November 15, 1918.

To: Commandants, Commanding Officers, and Officers of the Pay Corps.

The following instructions are issued for the guidance of all concerned in the matter of War Risk Insurance and Family Allotments. They combine all instructions, completely revised to date, which have been issued. In the future all instructions regarding War Risk Insurance and Family Allotments will be issued from the Allotment Division, Bureau of Supplies and Accounts.

McGOWAN.

* * * * *

INSURANCE

* * * * *

8. In no case will Insurance premiums be prorated. The premium charged for insurance shall be entered on the debit side of the pay roll in the column headed "War Risk Insurance Premiums." Checkage of one month's premium shall be made on the day the application is executed and, thereafter, one month's premium shall be checked on the first day of every month. Checkage must be made on the Navy pay roll of premium for every application for insurance executed by officers or men of the NAVY. Checkage of insurance premiums will continue while a man is in a pay status, or until the insurance is cancelled by written request over the man's signature, forwarded through the officer of the Pay Corps carrying his ac-

count. The cancellation of insurance at the request of this insured will become effective on the first day of the month following that in which request is made.

* * * * *

14. The checkage of insurance premiums will take precedence over government indebtedness due to property loss, and loss of pay by sentence of deck court, summary court-martial, or general court-martial not involving prison confinement. Sentence of general court-martial involving prison confinement will operate to stop checkage of insurance premiums on the Navy pay roll. In such cases the man should be instructed to remit, or have someone else remit, the premium directly to the Bureau of War Risk Insurance, or suffer his insurance to lapse. Government insurance may be cancelled for the reasons specified in Section 29 of the War Risk Insurance Act as amended 25 June 1918, or upon the request of the insured over his signature. In all cases where checkage of insurance premium is discontinued notice thereof should be sent immediately to the Navy Allotment Officer on S. & A. Form 373.

* * * * *

U. S. C., Title 34, Sec. 161 (Act of August 22, 1912, c. 336, Sec. 2, 37 Stat. 356), provides as follows:

> No minor under the age of fourteen years shall be enlisted in the naval service; and minors between the age of fourteen and eighteen years shall not be enlisted for the naval service without the consent of their parents or guardians.

Instructions for Recruiting Officers of the United States Navy, 1918, paragraph 31, p. 6, provides as follows:

> 31. The R. O. shall carefully explain the regulations regarding enlistments, promotions, and discharges to those offering to enlist, explaining to them the kind of life they are to lead and that it will be mostly spent on board ship. He will use great care to see that no one under his command *makes any promise or statements to applicants regarding advancements, assignment, instruction, or benefits in the Navy which can not be carried out after enlistment,* and to have each applicant distinctly understand that discharge will not be granted prior to the expiration of enlistment, with the exception that under certain conditions he may be granted a furlough for a period covering the unexpired portion of his enlistment.

U. S. GOVERNMENT PRINTING OFFICE: 1937